

**EXHIBIT 1**  
**(Declaration of Robert J. Pawlak)**

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Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
:  
:  
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**DECLARATION OF ROBERT J. PAWLAK IN SUPPORT OF THE  
APPLICATION FOR AN ORDER PURSUANT TO SECTIONS 327(a)  
AND 328(a) OF THE BANKRUPTCY CODE AND bankruptcy  
rule 2014(a) AUTHORIZING the EMPLOYMENT AND RETENTION  
OF HURON CONSULTING GROUP AS TAX COMPLIANCE AND  
ADMINISTRATIVE ACCOUNTING SERVICE PROVIDER TO THE DEBTORS**

I, Robert J. Pawlak, hereby declare that the following is true to the best of  
my knowledge, information and belief:

1. I am a Managing Director of Huron Consulting Services LLC (that  
practices as Huron Consulting Group) ("Huron"), a multi-disciplined consulting firm  
with practices in diverse areas of financial, accounting, and litigation consulting which  
include turnkey project management and staff augmentation in accounting and finance,  
tax, corporate governance, and bankruptcy support. I submit this declaration (the  
"Declaration") on behalf of Huron in support of the Application for an Order Pursuant to  
Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule

2014(a) Authorizing the Employment and Retention of Huron Consulting Group as Tax Compliance and Administrative Accounting Service Provider to the Debtors (the “Application”) filed contemporaneously herewith by Lehman Brothers Holdings Inc. and certain of its direct and indirect subsidiaries (“Lehman” or the “Company”), debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”). Except as otherwise noted, I have personal knowledge of the matters set forth herein and if called as a witness, would testify competently thereto.<sup>1</sup>

**Professional Qualifications**

2. Huron is a firm specializing in, among other financial and complex accounting related services, the provision of “on demand” financial and tax reporting assistance in both the ordinary course and crisis management / restructuring environments for public and private companies, and other constituents. Working closely with client management, Huron develops and implements comprehensive assistance programs to provide experienced resources on a cost effective basis to address, among other issues, the analysis and preparation of information to address financial statement restatement efforts, claims matters, and tax return support and preparation.

3. Huron’s typical “on demand” assignments involve: providing experienced resources on a cost effective basis to plan and complete the necessary analysis and documentation in support of time and information intensive tasks in areas of accounting, tax, and reporting.

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<sup>1</sup> Certain of the disclosures herein relate to matters within the knowledge of other professionals at Huron and are based on information provided by them.

4. The tax return preparation work contemplated herein will be directly supervised by Jacqueline O'Neil, a Managing Director. Ms. O'Neil is a CPA licensed in Maryland and California. With over 20 years of career experience, she has served in tax and legal consulting in both public accounting and as in-house counsel. Ms. O'Neil has extensive experience in corporate tax planning and compliance work. Working with Ms. O'Neil will be 6 to 20 individuals with 4 to 20+ years experience with the analysis and preparation of federal, state, and local tax returns.

**Services to be Provided**

5. On or about January 23, 2009 Lehman and Huron entered into the Engagement Agreement (the "Engagement Agreement"), a copy of which is attached hereto as Exhibit A to the Application. The services that Huron will render are described in greater detail in the Engagement Agreement.<sup>2</sup>

6. With the Company's chapter 11 filings, Lehman suffered a significant loss of experienced personnel who were responsible for, among other matters, tax compliance, including the filing of an estimated 750 Form 5471, 8865, and 8858 tax returns. At the present time Lehman's internal tax department does not have the resources to prepare the necessary returns. Huron will provide the experienced personnel to work with Lehman's internal tax department and utilize Lehman tax software and prior year templates, statements, and document processes to prepare for filing the necessary tax returns detailed in the Engagement Agreement. At the present time, Huron's services will only address the tax returns contemplated on Attachment A to the Engagement

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<sup>2</sup> Any references to or summaries of the Engagement Agreement herein are qualified by the express terms of the Engagement Agreement, which shall govern if there is any conflict unless otherwise addressed herein.

Agreement for which Huron and Lehman estimate Huron will require approximately twenty-five thousand (25,000) person hours to complete. To the extent that the Debtors require additional assistance, Huron and the Debtors will negotiate a modification in the scope of the Services at the rates discussed below.

**Disclosure of Relationships with Parties in Interest**

7. In connection with the preparation of this Declaration, Huron conducted a relationship search of its contacts based on an updated "Retention Checklist" provided by Lehman's bankruptcy counsel. This Retention Checklist included the 50 Largest Bond Holders, 100 Largest Unsecured Creditors other than Bondholders, Significant Leases, Secured Creditors, Government and State Regulatory Agencies, Members of Ad Hoc or Unofficial Creditors' Committees formed before the commencement of the chapter 11 filings, Significant Stockholders, Directors and Officers, Underwriting Investment Bankers for the Debtor's securities for all securities issued or outstanding at the chapter 11 filings or during the three years prior, Related Entities, Potential Parties in Interest, Affiliations of Outside Directors, Professionals Employed by the Company, Litigation Claimants, 100 Largest Holders of Trade Debt, Professionals Retained by Significant Creditor Groups, Utilities, and Committee Members. Huron's review, completed under my supervision, consisted of a query of the names of parties falling within the above listed categories through an internal computer database containing names of individuals and entities that are present or recent former clients of Huron.

8. Based on the results of such review, Huron does not have any connection with any of the identified parties in matters related to these proceedings except as follows:

- Huron provides certain services to JP Morgan Chase (“JPMC”) and some of its affiliates including tax compliance and litigation support; data analysis and support related to an IRS inquiry; and valuation services pertaining to a pending litigation. Additionally, Huron works with JPMC directly and indirectly with regard to document management services. In 2008, Huron was asked by JPMC to assess and consult on JPMC’s discovery process, particularly around document review. Huron reviewed applicable processes and financial data and provided recommendations on how to structure a consistent document review process for both regulatory and litigation portfolios. The engagement concluded in November 2008. None of these services relate to Lehman or the Lehman chapter 11 cases.
- On a JPMC matter involving Lehman Brothers, Huron currently serves as a subcontractor to a staffing firm that is engaged directly by JPMC to provide document management services. The nature of this work is for Huron personnel to project-manage contract attorneys who are reviewing documents regarding the matter. Huron provides quality control for the objective coding process and communicates with JPMC in-house and external counsel regarding the project process. The Huron personnel working on this engagement for the contractor are from a different practice area within Huron than the personnel who will be assisting Lehman Brothers and will be separated geographically. Huron maintains ethical separation procedures to avoid potential conflicts of interest between the engagements.
- Huron’s fees for all work with JPMC represented less than .5% of Huron’s total revenue in both 2007 and 2008.

- Unrelated to providing services, Huron has a banking relationship with JPMC. JPMC was a co-lead arranger on Huron Consulting Group Inc.'s ten bank credit facility. Huron's relationship is on an arm's length basis and arrangements are done in the normal course of business.

9. Huron has provided, and likely will continue to provide, services unrelated to the Debtors' chapter 11 cases for various parties, creditors, or equity security holders of the Debtors, including those parties listed on Exhibit B to this Declaration. Huron's assistance to these parties has been related to providing various business consulting services. To the best of my knowledge, no services have been provided to these parties that involve their rights in the Debtors' cases, nor does Huron's involvement in these cases compromise its ability to continue such consulting services. Huron may in the future provide services unrelated to the Debtors' cases for other creditors, equity security holders or parties in interest in these cases.

10. As part of its diverse practice, Huron appears in numerous cases, proceedings and transactions involving many different professionals, including attorneys, accountants and financial advisors, some of whom may represent claimants and parties in interest in the Debtors' chapter 11 cases. Also, Huron has performed in the past, and may perform in the future, consulting services for various attorneys and law firms, and has been represented and may in the future be represented by attorneys and law firms, some of whom may be involved in these proceedings. In addition, Huron has in the past and will likely continue in the future, to work with or against other professionals involved in these cases in matters unrelated to the Debtors and their chapter 11 cases. Based on Huron's current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships is in connection with these cases or causes Huron

to hold or represent an interest adverse to the Debtors or their estates with respect to the matters on which Huron is to be employed.

11. Huron is not now a “Creditor” of the Debtors within the meaning of section 101(10) of Chapter 11 of Title 11 of the United States Code (as amended, the “Bankruptcy Code”). As of the filing of the Debtors’ chapter 11 petitions, Huron was the landlord to Lehman under a sublease arrangement for office space at 1301 Avenue of the Americas, NY, NY. This sublease arrangement was assumed and assigned to Barclays Capital Inc. on or about September 20, 2008. Huron has been paid for any arrearages that may have existed at the chapter 11 filing date.

12. To the best of my knowledge, neither I, nor any professional involved on the Huron team, is a holder of any of the Debtors’ public securities.

13. Further, to the best of my knowledge, neither I, nor any professional involved on the Huron team, have any connection with the United States Trustee or any person employed in the Office of the United States Trustee in this District. To the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, Huron neither holds nor represents an interest adverse to the Debtors or their estates with respect to the matters on which Huron is to be employed.

14. It is Huron’s intent to update and expand its relationship search for additional parties in interest as directed by the Debtors in an expedient manner. If any new relevant facts or relationships are discovered or arise which require further disclosure, Huron will promptly file a supplemental declaration.



**Employment Terms and Compensation**

15. Huron's retention is subject to the Court's approval of Huron's Engagement Agreement. Huron will seek payment for compensation on an hourly basis, plus reimbursement of actual and necessary expenses incurred by Huron and indemnification as more fully described in the Engagement Agreement. Huron professionals generally bill at hourly rates commensurate with the individual professional's experience and area of specialization. Huron's current standard ranges of rate, which are subject to adjustment in the ordinary course, are as follows:

<b>Title</b>	<b>Hourly Rate</b>
Managing Director	\$325 to \$730
Director	\$225 to \$620
Manager	\$185 to \$575
Associate	\$185 to \$345
Analyst	\$125 to \$245

16. Based on Huron's estimation of the level of effort and related experience required to perform the services contemplated in the Engagement Agreement, Huron agrees to provide those services at a single blended billing rate of \$145 per hour. This blended rate is subject to adjustment in connection with any future overall rate adjustment Huron may implement on a ratable basis.

17. If additional tax services beyond those listed on Attachment A are requested or required, Huron will provide those services at the following tax billing rates:

<b>Title</b>	<b>Hourly Rate</b>
Tax Managing Director	\$350
Tax Senior Director	\$250
Tax Manager	\$185
Tax Associate	\$125

18. In the event additional assistance is required beyond the tax return preparation contemplated herein and outside of the scope of Huron's tax services, Huron will agree with the Debtors in writing on the scope of such services and Huron's standard rates for the related service and personnel will apply.

19. Huron understands that payment of invoices for work subsequent to the Lehman chapter 11 filing is governed by the Court and such procedures for filing fee statements and notice as may be applicable to the Debtors' chapter 11 cases.

20. To the best of my knowledge, (a) no commitments have been made or received by Huron, nor any member thereof, as to compensation or payment in connection with this case other than in accordance with the provisions of the Bankruptcy Code and (b) Huron has no agreement with any other entity to share with such entity any compensation received by Huron in connection with this chapter 11 case.

21. Finally, based on prior discussions and agreements between Huron and the Office of United States Trustee, Huron requests that any Order approving Huron's engagement contain the following modifications to the terms of the Engagement Agreement:

- a. The provision in the Engagement Agreement's General Business Terms relating to arbitration in the event a dispute arises between the Debtors and Huron is hereby revised to provide that the arbitration provision shall apply only to the extent that the United States Bankruptcy Court, or the United States District Court if the reference is withdrawn, does not retain jurisdiction over a controversy or claim.
- b. All requests of Huron for payment of indemnity pursuant to the Engagement Agreement shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall Huron be indemnified in the case


- of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.
- c. In no event shall Huron be indemnified if the Debtors or a representative of the estates asserts a claim for, and a court determines by final order that such claim arose out of, Huron's own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
  - d. In the event that Huron seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Agreement, the invoices and supporting time records from such attorneys shall be included in Huron's own monthly fee statement and shall be subject to the same payment procedures applicable to professionals in these cases.
  - e. The Engagement Agreement's General Business Terms shall apply solely to claims of Huron and the Debtors against each other, and shall not apply if the Debtors or a representative of the estates asserts a claim for, and a court determines by final order that such claim arose out of, Huron's own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct. Additionally, the phrase "for the portion of the engagement giving rise to liability" is deleted from this paragraph.
  - f. To the extent this Order is inconsistent with the Engagement Agreement, this Order shall govern.

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I declare under penalty of perjury that the foregoing is true and correct to  
the best of my knowledge, information and belief.

Dated: New York, New York  
February 23, 2009

HURON CONSULTING SERVICES  
LLC

  
Robert J. Pawlak  
Managing Director

**Exhibit A**

**(The Engagement Letter)**



December 17, 2008

Jeffrey Ciongoli  
Managing Director  
Lehman Brothers Holdings Inc.  
70 Hudson Street  
Jersey City, NJ 07302

Re: US Tax Return Compliance for International CFCs

Dear Mr. Ciongoli:

I am pleased to confirm Huron Consulting Services LLC's engagement by Lehman Brothers Holdings Inc. ("you" or "your") to provide Foreign Tax Compliance services related to the above-referenced US Tax Reporting (the "Services").

Objectives and Scope

We understand the engagement objectives and scope to be the preparation of certain U.S. information returns with regard to Lehman owned foreign entities (i.e., Form 5471, 8865 and 8858). Our team will be working with your internal tax department on this project, using the prior year templates, statements and documents process. We will utilize the Lehman tax software for all preparation. A majority of the necessary information to complete the returns will be coming from Lehman accounting departments outside the US. This information will be verified by internal Lehman tax members prior to distribution to Huron. It is critical that this information arrive timely and complete. Prior to beginning a new return, we will verify key information with a member of your internal tax department to make sure that the entity is still a reportable CFC and that all information is complete and accurate.

Given the number of returns to be completed for the 2008 filing year, we plan to start working with your team to establish an efficient process on January 26, 2009. Our initial team will then be able to evaluate the flow of new information and add team members as appropriate. We will attempt to avoid any idle time but that will largely depend upon the ability of and commitment by the foreign entities to get the 2008 information closed and delivered. We will update the Lehman internal engagement lead, lyndia Bey, on a weekly basis on our progress and will review and attempt to resolve any issues encountered.

Our Services

We will perform those services or tasks you request which are within our scope or practice, as discussed and outlined herein – see Schedule of Returns Attachment A. You agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services. In return Huron commits to assign personnel with an appropriate level of experience in these matters from the staffing level all the way up to senior review functions.



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The successful delivery of our Services, and the fees charged, are dependent on (i) your timely and effective support and direction, (ii) the accuracy and completeness of the documentation provided, and (iii) timely decisions and approvals by your management.

Huron estimates that the preparation time to complete the returns listed in Attachment A will not be substantially more than the amount of time Lehman Brothers full time tax team required in prior years

In the event that the scope of our work changes due to the loss of internal Lehman support in the existing tax department, you will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities. In this case Huron shall be obligated to mitigate losses by providing additional staff. We will have the appropriate resources available to fill those gaps, should they occur, however, those additional hours for that additional expertise will be billed at our regular hourly rates, as outlined herein. Lehman will not however be responsible for any inefficiencies caused by Huron staffing issues including, staff departure, inexperience, etc. In this case Huron will provide the necessary remedies at no cost to Lehman.

We understand that you intend our work, opinions, conclusions and communications to be covered by the attorney-client and work product privileges to the extent provided by law, and we will comply with any requests you make of us that are designed to preserve these privileges. In addition, we understand that you will provide us with instructions regarding any document retention or document production procedures you expect us to follow.

We are a management consulting firm and not a CPA firm, and do not provide attest services, audits or other engagements in accordance with the AICPA Statements on Auditing Standards. Any accounting related services that we may provide you will be in our role as business advisor to you. We will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this engagement. Our services are not designed, nor should they be relied upon, to identify weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. We however are experienced tax professionals with the background and experience to complete this task in a timely and efficient fashion.

We will not make any final judgments or decisions regarding accounting treatment, tax planning and tax positions. Such final judgments, planning or decisions must be made by others who have the ultimate responsibility for such decisions and who can evaluate the information we provide together with all other relevant information. You understand and agree that our services are not to be considered to be part of your internal control environment

Bankruptcy Court Approval

You agree to file an appropriate motion prepared in consultation with Huron as to matters relating to our retention and provision of the Services as contemplated hereunder, as soon as practical and



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this engagement letter shall be subject to the entry of a final order of the Court approving the retention of Huron to perform the Services. Huron shall not be required to perform any work under this engagement letter until the entry of the Court's order approving the arrangements. The order approving the retention to Huron must be acceptable to Huron in its sole discretion.

Fees and Expenses

Huron's professionals generally bill at hourly rates commensurate with the individual professional's experience and area of specialization. Huron's current standard ranges of rates, which are subject to adjustment in the ordinary course, are as follows:

<u>Title</u>	<u>Hourly Rate</u>
Managing Director	\$325 to \$730
Director	\$225 to \$620
Manager	\$185 to \$575
Associate	\$185 to \$345
Analyst	\$125 to \$245

Based on Huron's estimation of the level of effort and related experience required to perform the Services, Huron agrees to provide the Services as specifically contemplated herein at a single blended billing rate of \$145. This blended rate is subject to adjustment in connection with any future overall rate adjustment on a ratable basis. Any such future rate adjustment will be preceded by at least one month notice and will bear some relevance to increase in the cost of living.

If additional tax services, outside the scope of this agreement, are requested or required, we can provide those services at the reduced tax rates listed below:

Huron Partners Team Member	Hourly Bill Rate
Tax Managing Director	350
Tax Senior Director	250
Tax Managers	185
Tax Associates	125

In the event additional assistance is required, beyond the tax return preparation contemplated herein and outside of the scope of Huron's tax services, Huron will agree with you in writing on the scope of such service and Huron's standard rates for the related service and personnel will apply.





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Huron shall be reimbursed by Company for all reasonable expenses incurred by Huron in the performance of the Services, including, but not necessarily limited to, travel time, travel and lodging expenses, tax software and supplies, and reasonable legal fees that may be incurred in connection with the engagement. Huron will make an effort to utilize local tax professionals to maintain reasonable T&E expense levels.

Huron will bill on a monthly basis in accordance with *Amended Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code and Bankruptcy Rule 2016(a) Establishing Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals*, dated November 19, 2008 (Docket No. 1604) and applicable local bankruptcy rules, except as otherwise allowed. Payments will be made by wire transfer to:

Bank of America, N.A.  
Chicago, Illinois  
Routing No. 0260-0959-3  
Account Title: Huron Consulting Services LLC  
Account Number: 5800297276  
Comments: (Include Invoice Number to ensure proper credit)

General Business Terms

We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our services. At the same time we accept full responsibility for the methods, details and means we choose. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security and other applicable employee withholdings.

Our fees and payment terms are set out above. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices). We reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

You will be responsible for and pay all applicable sales, use, excise, value added and other taxes associated with the provision or receipt of the services and deliverables, excluding taxes on our income generally.

With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on the subject Services or the circumstances of its disclosure, the other party agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii)



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lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order.

Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping and quality assurance purposes and receiver shall make no unauthorized use of such copies.

Upon full and final payment of all amounts due to us in connection with this engagement, all right, title and interest in any deliverables we provide to you will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know how and software ("Huron Property"), including such information as existed prior to the delivery of our services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of services. To the extent our reports or other documents delivered to you contain Huron Property; we grant you a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of the engagement. As discussed more fully elsewhere in this letter, your use of deliverables is limited to the Services and should not be published, used or relied on for any other purpose.

Our engagement with you is not intended to shift risk normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, including a subpoena or court order, you agree to indemnify and hold us and our personnel, agents and contractors harmless against all costs, fees, expenses, damages, and liabilities, including reasonable defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others, or this engagement generally. The provisions of this section for indemnification will not apply to the extent a claim arises out of our gross negligence or misconduct, as finally adjudicated by a finder of fact. We will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees we receive from you for the portion of the engagement giving rise to such liability. Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

You may terminate this Agreement for convenience at any time on 15 days' prior written notice to us. We may terminate this Agreement for convenience at any time on 30 days' prior written notice to you. We may terminate this Agreement if, within 30 days' notice, you fail to cure a material breach of this Agreement including in the event of non-payment of amounts due us. Further notwithstanding anything herein to the contrary, we reserve the right to terminate the Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment would impair our ability to perform the services objectively. If this is the case, Huron is liable for all damages LB suffers and will refund all applicable fees paid to date. To the extent you terminate this Agreement for convenience; you will pay us for all services rendered, expenses incurred or commitments made by us to the



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effective date of termination. To the extent you terminate this Agreement for breach; you will pay us for all conforming services rendered and reasonable expenses incurred by us to the effective date of the termination less any and all damages Lehman has suffered as a result to Huron breach. The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

Within 30 days after the conclusion of this engagement, you may request that we (a) return to you all documents or copies of documents that you provided to us as well as work papers, reports or other documents we prepared in the course of this engagement or (b) destroy such materials provided we may retain other archival copies for recordkeeping or quality assurance purposes and we will make no unauthorized use of such copies. If you do not timely request one of these options for disposition of materials, we may elect either option but Huron will notify Lehman of Huron's intent to destroy any such materials.

No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules. The parties hereto agree that any and all disputes or claims arising hereunder or under any Engagement letter shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

This engagement letter constitutes the entire understanding and agreement between us with respect to the services described above, supersedes all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by both parties.



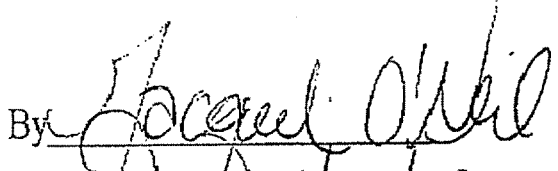
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Please indicate your agreement to these terms by signing and returning to me the enclosed copy of this letter. We appreciate the opportunity to be of service to you and look forward to working with you on this project.

Sincerely,

HURON CONSULTING SERVICES LLC

By   
Jacqueline M. O'Neil, Managing Director

  
MANAGING DIRECTOR  
1/23/09

Acknowledged and Accepted:

Lehman Brothers Holdings Inc

By: 

Title:  MANAGING Director

Date:  1/23/09

cc: Robert Pawlak – Managing Director - Huron Consulting Group  
cc: Jeffrey Anderson – Managing Director - Huron Consulting Group

**Exhibit B**

**(Summary of Relationships)**

**EXHIBIT I**  
**To Declaration of Robert J. Pawlak**

**Summary of Relationships**

Listing of Parties with business relationships with Huron Consulting Group (“Huron”) unrelated to the Debtors’ chapter 11 cases:

**General relationships**

ABN AMRO Rothschild	Hahn Loeser & Parks LLP
Aetna Life Insurance Company	Hartford Life Insurance Company
Aig Global Investment Corporation	Heller Ehrman LLP
Akin Gump Strauss Hauer & Feld LLP	Hellman & Friedman
Allen & Overy	Hewlett Packard Company
Allianz Life Insurance Company of North America	Hewlett-Packard AP (Hong Kong) LIMITED
Allstate Insurance Co.	Hogan & Hartson
American Life Insurance Company	HSBC Bank
Andrews & Kurth LLP	HSBC Realty Credit
ARS Holdings I LLC	Hunton & Williams LLP
AT&T	IBM Corporation
AXA Equitable Life Insurance Company	Jackson National Life Insurance
Baker & McKenzie LLP	Jones Day
Ballard Spahr Anders & Ingersoll, LLP	JPMorgan Chase
Bank of Nova Scotia	KPMG, LLP
Banque Lehman Brothers S.A.	Kramer Levin Naftalis & Frankel LLP
Barclays Global Fund Advisors	Latham & Watkins LLP
BBVA Gestion SA SGIIC (Spain)	Lehman Brothers
Blackrock Financial Management	Lehman Brothers Asset Management, LLC
Capstone Mortgage Services Ltd	Lewis and Roca LLP
CB Richard Ellis Client Account RE Gloa	McKee Nelson
CDW Direct LLC	McKenna Long & Aldridge LLP
Citibank, NA	Mercer Marsh & McLennan Companies
Clearbridge Advisors, LLC (f/k/a CAM North America, LLC)	Merrill Lynch
Clifford Chance	Metropolitan Life Insurance Company
Computer Associates International Inc.	Microsoft Corporation
Continental Casualty Company	Milbank, Tweed, Hadley & McCloy LLP
Davis, Polk and Wardwell	Miller Canfield Paddock Stone
Dechert LLP	Mizuho Corporate Bank
Dell Marketing L.P.	Morrison & Forster
Deutsche Bank AG, New York Branch	Nationwide Fund Advisors
Deutsche Borsche AG	NYC Water Board
Dexia Luxemburg	Paul Weiss
DLA Piper	Paul, Hastings, Janofsky & Walker LLP
Ernst & Young	Polaris Software Lab (India), Ltd.
Franklin Advisors Inc.	PricewaterhouseCoopers
Georgetown University	Prudential Insurance Company of America
Gibson, Dunn & Crutcher LLP	RR Donnelley & Sons
Goldman Sachs Credit Partners	Schulte, Roth, & Zabel LLP
	Securities and Exchange Commission

Sempra Energy Solutions  
Shell Energy North America (US) L.P.  
Shinsei Bank Limited  
Sidley Austin LLP  
Simpson Thacher & Bartlett LLP  
Skadden, Arps, Slate, Meagher & Flom LLP  
SMBC  
Snell & Wilmer  
Sonnenschein Nath & Rosenthal  
Squire, Sanders & Dempsey L.L.P.,  
Standard Chartered Bank  
State Board of Administration of Florida  
State Street  
STRATUS I Inc.

Teachers Insurance and Annuity Association  
The Bank of New York  
The Bank of Nova Scotia  
Thompson Financial  
Thomson Reuters Plc & Thomson Reuters Corp.  
Time Warner  
Transamerica Life Insurance Company  
UBS Investment KAG  
United States – Indices  
Vanguard Group Incorporated  
Wachovia Bank  
White & Case  
Willkie Farr & Gallagher LLP  
Zurich American Insurance Company

Huron as a multi-disciplined consulting firm may currently provide or in the recent past have provided one of more consulting services to the parties listed above, including but not necessarily limited to, forensic accounting assistance, valuation services, strategic sourcing assistance, or corporate advisory assistance. To the best of my knowledge and belief, none of the matters related to Huron's assistance to these parties involved the Debtors or these chapter 11 cases.

The Debtors in these chapter 11 cases have numerous business relationships and creditors. As of the filing of this attachment, Huron continues to process information regarding these relationships and creditors and will update this attachment if necessary.

**Attachment A**

**(Schedule of Returns)**



2008 LEGAL ENTITY LISTING FOR COMPLIANCE

Special Notes	Ref. No.	Ref. Title	Legal Entity	Legal Entity Name	Country of Operation	Foreign (F) or Domestic (D)	Legal Entity Type	Insurance Type	IRS Form	Classification (Subf or Non-Subf)	Period Return	New Entry or Other Change for 2007/Trade Name Change (NC), FC Change (FC)	Sch. O Required	Inactive, Active or Dormant
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	1	0299	0308	AE CAPITAL SECURITIES LTD	MAURITIUS	F	CFC	SUBSIDIARY	5471	SUBF				A
	2	0099	047A	ALFONSINO INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	3	0356	01A1	ALWICK INVESTMENTS (UK) LIMITED	UK	F	CFC	Subsidiary	5471	SUBF				A
	4	0182	077B	APPLE BIS CO LTD	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	5	0099	00AD	ARGO YK	JAPAN	F	CFC	Subsidiary	5471	SUBF				A
	6	0429	007B	ARK FUNDING I YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	7	0356	00M6	BALYBUNION INVESTMENT LIMITED	Cayman Islands	F	CFC	SUBSIDIARY	5471	SUBF				A
	8	0356	00M7	BALYBUNION INVESTMENT NO 2 LI	Cayman Islands	F	CFC	DIVISION CON	5471	SUBF				A
	9	0356	00U1	UNITED DYNAMO INVESTMENTS LIMITED	UK	F	CTB PTNSP	DIVISION	8665	SUBF				A
	10	0099	00L8	THE BALLYBUNION PARTNERSHIP	Cayman Islands	F	CTB PTNSP	DIVISION	8665	SUBF				A
	11	0356	00M8	BALYBUNION INVESTMENTS NO 3 L	Cayman Islands	F	CTB	DIVISION	8658	SUBF				A
	12	0356	0017	BANGBUSH INVESTMENTS (UK) LTD	UK	F	CFC	Subsidiary	5471	SUBF				A
	13	0099	02A8	BANGKOK OFFICE 1 HOLDING COMPA	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	14	0099	0258	BANGKOK OFFICE 2 COMPANY LIMITED	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	15	0099	0258	BANGKOK SERVICE APARTMENT 1-H	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	16	0099	02A6	BAY INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	17	0099	0388	BEIJING JASMINE LTD	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A
	18	0429	098A	BIRCH YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	19	0182	003D	BLACK PEARL CO LTD	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	20	0182	073B	BLUE PAGES CO LTD	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	21	0356	01U8	BREEZE INVESTOR UK LIMITED	UK	F	CFC	DIVISION CON	5471	SUBF				A
	22	0356	01U9	BREEZE INVESTOR NO 2 UK LIMITED	UK	F	CTB	DIVISION	8658	SUBF				A
	23	0099	00K2	BROADWAY I	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				D
	24	0099	00A4	BULLHEAD YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	25	0356	031B	CAPITAL GROWTH INVESTMENTS LTD	MAURITIUS	F	CFC	SUBSIDIARY	5471	SUBF				A
	26	0492	03A8	CAPITAL SERVICING HOLDINGS COR	Japan	F	CFC	Subsidiary	5471	SUBF				A
	27	0099	00BD	CASSIOPIA YK	JAPAN	F	CFC	Subsidiary	5471	SUBF				A
	28	0500	06A8	CENTRAL TOKYO PROPERTIES INC.	Japan	F	CFC	Subsidiary	5471	SUBF				A
	29	0099	0718	CHABA ASSET COMPANY LIMITED	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	30	0429	037C	CIC INVESTMENTS INC	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A
	31	0000	071B	COCONUT LEAF CO. LTD	Thailand	F	CFC	Subsidiary	5471	SUBF				A
	32	0487	00S2	COHORT INVESTMENTS LIMITED	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A
	33	0356	01A2	CORE INVESTMENTS (UK) LIMITED	UK	F	CFC	Subsidiary	5471	SUBF				A
	34	0099	010D	CYGNUS YK	JAPAN	F	CFC	Subsidiary	5471	SUBF				A
	35	0429	040C	DAIYU YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	36	0429	042C	DAIYU YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	37	0099	017B	DT INVESTMENTS 1, LLC	Japan	F	CFC	Subsidiary	5471	SUBF				A
	38	0000	0206	E. F. HUTTON & COMPANY (LONDON)	Korea	F	CFC	Subsidiary	5471	SUBF				A
	39	0000	0205	E. F. HUTTON INTERNATIONAL (UK)	UK	F	CFC	Subsidiary	5471	SUBF				A
	40	0099	012A	EAGLE HOLDINGS II INC	Thailand	F	CFC	DIVISION CON	5471	SUBF				A
	41	0099	09A4	EMT LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	42	0099	09A4	EMT LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	43	0099	09A4	EMT LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	44	0099	013A	EAGLE INVESTORS I-X	Thailand	F	CTB PTNSP	DIVISION	8658	SUBF				A
	45	0099	013A	EAGLE INVESTORS I-X	Thailand	F	CTB PTNSP	DIVISION	8658	SUBF				A
	46	0099	0284	GLOBAL OPPORTUNITY FUND	Thailand	F	CTB PTNSP	DIVISION	8658	SUBF				A
	47	0099	0284	GLOBAL THAI PROPERTY FUND	Thailand	F	CTB PTNSP	DIVISION	8658	SUBF				A
	48	0099	0284	FALCON INVESTOR I INC.	Thailand	F	CTB PTNSP	DIVISION	8658	SUBF				A
	49	0099	08A4	BOHFAH COMPANY LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	50	0099	08A4	TENREI COMPANY LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	51	0099	08A4	GT STARS II COMPANY LIMITED	Thailand	F	CTB PTNSP	DIVISION	8665	SUBF				A
	52	0099	0125	THAI STRATEGIC ASSET FUND/PTG	Thailand	F	CTB	DIVISION	8658	SUBF				A
	53	0000	00U5	EAST DOVER LIMITED	Ireland	F	CFC	Subsidiary	5471	SUBF				A
	54	0492	076C	ELIUS ISLAND	CAYMAN ISLAND	F	CFC	SUBSIDIARY	5471	SUBF				A
	55	0492	00B8	ELIMWOOD YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	56	0492	00K3	EMBLETON INVESTMENTS (CAYMAN)	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A
	57	0239	02A0	FALCON HOLDINGS II INC	Thailand	F	CFC	DIVISION CON	5471	SUBF				A
	58	0239	011A	TSAF INVESTORS I-X INC	Thailand	F	CFC	DIVISION	8658	SUBF				A
	59	0239	0336	THAI INVESTOR I-X INC	Thailand	F	CTB	DIVISION	8658	SUBF				A
	60	0239	088A	THAI ASSET COUNTRY FUND	Thailand	F	CTB	DIVISION	8658	SUBF				A
	61	0239	02A1	FALCON HOLDINGS II INC	Thailand	F	CFC	DIVISION CON	5471	SUBF				A
	62	0239	02A2	FALCON HOLDINGS II INC	Thailand	F	CTB	DIVISION	8658	SUBF				A
	63	0314	00K4	FRAMINGHAM INVESTMENTS (CAYMAN)	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A
	64	0356	0C86	FIDELCOM/ FINANCERO BHZ	Argentina	F	CFC	Subsidiary	5471	SUBF				A
	65	0429	046C	FOXGLOVE YK	Japan	F	CFC	Subsidiary	5471	SUBF				A
	66	0000	0D05	FUNDO DE INVESTIMENTO MULTIMERCADO	Brazil	F	CFC	Subsidiary	5471	SUBF				A
	67	0099	01Y8	GALEON LUXEMBOURG FUNDING SARL	Luxembourg	F	CFC	Subsidiary	5471	SUBF				A
	68	0099	01V7	GALEON LUXEMBOURG FUNDING SARL	Luxembourg	F	CFC	Subsidiary	5471	SUBF				A
	69	0099	03A4	GLOBAL THAI DOT COM (CAYMAN) L	Cayman Islands	F	CFC	Subsidiary	5471	SUBF				A

[illegible]

[illegible]

228	503	0075	NOPELO MEXICO SRL DE CV	Mexico	F	CFC	Subsidiary	5471	SUBF	
229	504	0099	593 NOVACORP REALTY/SP INC.	Canada	F	CFC	Subsidiary	5471	SUBF	
Calendar Yr	230	505	0429 0048 4B OAKVILLE Y.K.	Japan	F	CFC	Subsidiary	5471	SUBF	D
	231	508	01P4 000 LEMMAN BROTHERS	RUSSIA	F	CFC	Subsidiary	5471	SUBF	
	232	509	086A 000 LEMMAN BROTHERS	Ireland	F	CFC	Subsidiary	5471	SUBF	A
	233	510	0099 287 ORCA INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
	234	514	0099 27B PACIFIC ESTATE DEVELOPMENT LIM	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	235	517	0099 33B PANTIP PARK COMPANY LIMITED	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	236	518	0099 54 PARTIDGE FUNDING INTERNATIONAL	ROMANIA	F	CFC	Subsidiary	5471	SUBF	A
	237	520	011D PEGASUS YK	JAPAN	F	CFC	Subsidiary	5471	SUBF	A
	238	522	012D PERSEUS YK	JAPAN	F	CFC	Subsidiary	5471	SUBF	D
	239	525	0492 57C PHUKET CAPITAL RESORT CO. LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	D
	240	526	0492 58C PHUKET CAPITAL VILLA CO. LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	241	527	0492 28B PHUKET HOTEL, 1 HOLDING COMPANY	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	242	608	0492 34C TL III ASSET MANAGEMENT CO. LT	Taiwan	F	CFC	Subsidiary	5471	SUBF	A
	243	532	0099 10A PIKE INTERNATIONAL Y.K.	Japan	F	CFC	Subsidiary	5471	SUBF	A
	244	533	0099 07B8 PINECONE CO. LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	245	534	0099 9A PIRANHIA INTERNATIONAL Y.K	Japan	F	CFC	Subsidiary	5471	SUBF	A
	246	538	0356 254 PLUTO REALTY Y.K.	Japan	F	CFC	Subsidiary	5471	SUBF	A
	247	540	0429 45C PRIMROSE YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
	248	541	0768 PRIVATE FIELD CO. LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	249	542	0492 28C QUANTA ASSET COMPANY LIMITED	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	250	545	0768 RED TOWER CO LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	251	546	071C REINDEER Y.K.	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	252	574	078C REVIVAL FINANCE LTD	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	253	575	99 52A ROBIN INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
POSSIBLE	254	578	299 00K1 SADIO NEUNIMADCHITZIGSTE VERMOE	Japan	F	CFC	Subsidiary	5471	SUBF	A
POSSIBLE	255	579	239 023C SAIJA ASSET COMPANY LIMITED	Thailand	F	CFC	Subsidiary	5471	SUBF	A
POSSIBLE	256	580	0356 01H1 SAIL INVESTOR (UK) LTD	UK	F	CFC	Subsidiary	5471	SUBF	A
	257	582	99 0238 22B SAMUI HOTEL, 1 COMPANY LIMITED	Thailand	F	CFC	SUBSIDIARY	5471	SUBF	A
	258	583	99 022B 22B SAMUI HOTEL, 1 HOLDING COMPANY	Thailand	F	CFC	Subsidiary	5471	SUBF	D
	259	590	0728 0728 LB FIN SERVICES INDIA PVT LTD	INDIA	F	CFC	Subsidiary	5471	SUBF	A
	260	587	356 00J7 37 SMH SA (SECOND MIRROR HOLDING)	Luxembourg	F	CFC	Subsidiary	5471	SUBF	A
	261	588	429 070C 5A SPARROW INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
	262	592	99 054A 8A STEELHEAD INTERNATIONAL Y.K	Cayman Islands	F	CFC	Subsidiary	5471	SUBF	A
	263	594	99 008A 8A STEELHEAD INTERNATIONAL Y.K	Japan	F	CFC	Subsidiary	5471	SUBF	A
	264	595	487 0A55 455 STOCKHOLM INVESTMENTS LIMITED	Japan	F	CFC	Subsidiary	5471	SUBF	A
	265	599	429 065C 65C SUPERIOR Y.K.	Japan	F	CFC	Subsidiary	5471	SUBF	A
	266	600	429 072C 72C TAOHE Y.K.	Japan	F	CFC	Subsidiary	5471	SUBF	A
	267	601	99 0268 268 TARPIN INTERNATIONAL YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
Calendar Yr	268	603	0337 337 THAI DEVELOPMENT FUND	Thailand	F	CFC	Subsidiary	5471	SUBF	A
	269	611	014D 14D UNITED CAPITAL INC	Japan	F	CFC	Subsidiary	5471	SUBF	A
	270	613	013D 13D VIRGO YK	JAPAN	F	CFC	Subsidiary	5471	SUBF	A
	271	616	01V4 01V4 WOOD STREET FINANCE LTD	UK	F	CFC	Subsidiary	5471	SUBF	I
	272	617	01V5 01V5 WOOD STREET INVESTMENTS LTD	UK	F	CFC	Subsidiary	5471	SUBF	
POSSIBLE	273	622	356 004C 4C WOORI LB FOURTH ASSET SECUR SP	Korea	F	CFC	Subsidiary	5471	SUBF	A
	274	623	356 002C 2C WOORI LB SECOND ASSET SECUR SP	Korea	F	CFC	Subsidiary	5471	SUBF	A
	275	625	281 0098 9B Y.K. FOCUS ONE	Japan	F	CFC	Subsidiary	5471	SUBF	A
	276	626	429 098A 99A Y.K. SAPHIRE INVESTMENT I	Japan	F	CFC	Subsidiary	5471	SUBF	A
	277	627	429 039C 38C Y.K. PARK FUNDING	Japan	F	CFC	Subsidiary	5471	SUBF	D
	278	628	429 043C 43C Y.K. SBB FUNDING	Japan	F	CFC	Subsidiary	5471	SUBF	A
	279	629	429 068C 88C Y.K. TOWER FUNDING	Japan	F	CFC	Subsidiary	5471	SUBF	A
	280	630	99 007A 7A YELLOWTAIL INTERNATIONAL Y.K	Japan	F	CFC	Subsidiary	5471	SUBF	A
	281	631	482 074C 74C YK DUCKHORN	Japan	F	CFC	Subsidiary	5471	SUBF	A
POSSIBLE	282	632	429 038C 38C YK SHINNO	Japan	F	CFC	Subsidiary	5471	SUBF	A
	283	633	429 084C 84C YOSEMITE Y.K	Japan	F	CFC	Subsidiary	5471	SUBF	A
	284	635	429 044C 44C ZENNIA YK	Japan	F	CFC	Subsidiary	5471	SUBF	A
285										A

**tips**

291	743	99	0863	LB EUROPEAN MEZZANINE ASSOC 2003 LP	Bermuda	F	FGN PTNSP	SUBSIDIARY	165 (P.E. GROU)	SUBF		A
292	744	99	0882	LB OFFSHORE RE MEZZANINE ASSOC LTD	Bermuda	F	CTB	SUBSIDIARY	158 (P.E. GROU)	SUBF		A
293	1	99	0058	LB EUROPEAN MEZZANINE CAP PART B, L.P	Bermuda	F	FGN PTNSP	SUBSIDIARY	8865	SUBF		A
294	2	299	0873	LB O/S DIVERSIFIED PE FUND 200	Bermuda	F	FGN PTNSP	SUBSIDIARY	8865	SUBF	K-1	I
295	3	299	0856	LB OFFSHORE PART ACCT 2000/2001 LP	Bermuda	F	FGN PTNSP	SUBSIDIARY	165 (P.E. GROU)	SUBF		A
296	4	99	0855	LB OFFSHORE REAL ESTATE CAYTIA	Bermuda	F	FGN PTNSP	SUBSIDIARY	8865	SUBF		A
297	5	0290	0C23	LB OFFSHORE SECOP OPP CAP PTNRS, LP	Bermuda	F	FGN PTNSP	SUBSIDIARY	165 (P.E. GROU)	SUBF	K-1	A
298	6	312	0896	LB REAL OFFSHORE R CAP PART	Bermuda	F	FGN PTNSP	SUBSIDIARY	8865	SUBF		A
			0057	LB EUROPEAN MEZZANINE CAP PARTNRS A	Bermuda	F	FGN PTNSP	SUBSIDIARY	8865	SUBF		#N/A



300	99	079A	79A ASIA INDO OPPORTUNITY II LTD	MAURITIUS	D	37B (AS DOM	DIV	8856		A
301	487	00R3	R3 BRASSTOWN ENTRADA S.C.A	Luembour	D	37B (AS DOM	DIV	8856	SEDONA	A
302	356	00D8	D8 CAISTOR TRADING B.V.	Netherlands	D	37B (AS DOM	DIV	8856		A
303		01M4	01M4 GAINSBROUGH INVESTMENTS B.V.	Netherlands	D	37B (AS DOM	DIV	8856		A
304	99	0A79	A79 GLOBAL TAIWAN INVESTMENT LTD	Cayman Islands	D	37B (AS DOM	DIV	8856		A
305	99	007C	7C GTI TAIWAN LIMITED	Luxembourg, Malaysia	D	37B (AS DOM	DIV	8856		A
306	45	00N4	N4 IVANHOE LANE PTY LIMITED	Australia	D	37B (AS DOM	DIV	8856	ZORBA	A
307		01M5	01M5 KENILWORTH INVESTMENTS 1 LTD	CAYMAN ISLAND	D	37B (AS DOM	DIV	8856		
308		01M6	01M6 KENILWORTH INVESTMENTS 2 LTD	CAYMAN ISLAND	D	37B (AS DOM	DIV	8856		
309	0487	00Y6	00Y6 LB CAPITAL INVESTMENTS 1	Cayman Islands	D	37B (AS DOM	DIV	8856	HBOS	A
310	0487	00Y7	00Y7 LB CAPITAL INVESTMENTS 2	Cayman Islands	D	37B (AS DOM	DIV	8856	DELTA77	A
311	00	00G1	G1 LB DELTA FUNDING LIMITED	Cayman Islands	D	37B (AS DOM	DIV	8856	HSH	A
312	59	0C06	C06 LB1 LIMITED	Cayman Islands	D	37B (AS DOM	DIV	8856	HSH	A
313	59	0C07	C07 LB2 LIMITED	Cayman Islands	D	37B (AS DOM	DIV	8856		A
314	99	00F7	F7 LBHK FUNDING (CAYMAN) NO. 4 LIMITED	Bermuda	D	37B (AS DOM	DIV	8856		A
315	652	0A39	A39 LEHMAN RISK SERVICES (BERMUDA)	Bermuda	D	37B (AS DOM	DIV	8856	GOODSPEED	A
316	45	00L2	L2 LONG POINT FUNDING PTY LTD	Australia	D	37B (AS DOM	DIV	8856		A
317	487	0A96	A96 MARCO LTD	Gibraltar / Luxen	D	37B (AS DOM	DIV	8856	MACQUARIE	A
318	45	00V1	V1 MALE TRUST	Australia	D	37B (AS DOM	DIV	8856		A
319	99	056C	56C PELICAN SAGA SON BHD	Malaysia	D	37B (AS DOM	DIV	8856	GOODSPEED	A
320	45	00L1	L1 PINDAR PTY LTD	Australia	D	37B (AS DOM	DIV	8856		A
321	99	056C	56C PCR INVESTMENT LIMITED	Thailand	D	37B (AS DOM	DIV	8856		A
322	99	0482	482 REVIVAL HOLDINGS LTD.	Cayman Islands	D	37B (AS DOM	DIV	8856		A
323	45	00W5	W5 SERAFINO INVESTMENTS PTY LIMIT	Australia	D	37B (AS DOM	DIV	8856	ZORBA	A
324	0099	01B1	01B1 SPFS	UK	D	37B (AS DOM	DIV	8856		A
325	99	012B	12B TLI ASSET MANAGEMENT COMPANY	Taiwan	D	37B (AS DOM	DIV	8856		A
326	0312	0563	563 LB OFFSHORE REAL ESTATE ASSOCIATES II LTD	Bermuda	D	37B (AS DOM	DIV	358 (P.E. GROUP)		A
327	0099	00D3	D3 LB OFFSHORE REAL ESTATE ASSOCIATES I LTD	Bermuda	D	37B (AS DOM	DIV	358 (P.E. GROUP)		A

DIRECTLY CHECKED INTO US ENTITIES/PARTNERSHIPS										
328	299 // 58	00S9	S9 SERLEWAY FINANCE CORPORATION	Netherlands	D	CTB PTNSP	DIVISION	8865	FORTIS	K-1
329	99	0281	281 JAPAN INVESTMENT PARTNERSHIP H	Japan	D	CTB PTNSP	DIVISION	8865		A
330	99	081A	81A LB GUAM OPPORTUNITY LLC	Guam	D	CTB PTNSP	DIVISION	8865		K-1
331	299 // 59	0C05	C05 LB3 GMBH	Australia	D	CTB PTNSP	DIVISION	8865	HSB	K-1
332	45	00UB	UB M&L DEBT INVESTMENTS HOLDINGS	Australia	D	CTB PTNSP	DIVISION	8865	MACQUARIE	K-1
333	45	00U9	U9 M&L DEBT INVESTMENTS PTY LIMIT	Australia	D	CTB PTNSP	DIVISION	8865	MACQUARIE	K-1
334	45	00V2	V2 PORTSMOUTH INVESTMENTS COMPANY	Australia	D	CTB PTNSP	DIVISION	8865	NAB	K-1
335	45	00C4	C4 REDGRAVE HOLDINGS LIMITED	France	D	CTB PTNSP	DIVISION	8865		K-1
336	99	087A	87A TLI ASSET MANAGEMENT CO LTD	Taiwan	D	CTB PTNSP	DIVISION	8865		A

**Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
:  
In re : Chapter 11 Case No.  
:  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)  
:  
Debtors. : (Jointly Administered)  
:  
:  
-----X

**ORDER GRANTING THE DEBTORS' APPLICATION PURSUANT  
TO SECTIONS 327(a) and 328(a) OF THE BANKRUPTCY CODE  
TO RETAIN AND EMPLOY HURON CONSULTING GROUP AS TAX  
SERVICES PROVIDERS *NUNC PRO TUNC* TO JANUARY 23, 2009**

Upon the Application, dated February 23, 2009 (the "Application"),<sup>3</sup> of  
Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors in the above-  
referenced chapter 11 cases, as debtors and debtors-in-possession (collectively, the  
"Debtors" and, together with their non-debtor affiliates, "Lehman"), pursuant to sections  
327(a) and 328(a) of chapter 11 of title 11 of the United States Code (the "Bankruptcy  
Code"), for authority to retain and employ Huron Consulting Group ("Huron") as tax  
services providers, *nunc pro tunc* to January 23, 2009, as more fully set forth in the  
Application; and upon consideration of the Declaration of Robert J. Pawlak, a managing  
director of Huron, sworn to February 23, 2009, filed in support of the Application, a copy  
of which is attached to the Application as Exhibit A; and the Court being satisfied, based  
on the representations made in the Application and the Pawlak Declaration, that Huron  
represents or holds no interest adverse to the Debtors or their estates and is disinterested

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<sup>3</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

under section 101(14) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided in accordance with the procedures set forth in the order entered September 22, 2008 governing case management and administrative procedures [Docket No. 285] to (i) the United States Trustee for the Southern District of New York; (ii) the attorneys for the Official Committee of Unsecured Creditors; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; and (vi) all parties who have requested notice in these chapter 11 cases, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their estates and creditors, and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is approved; and it is further

ORDERED that, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors are authorized to retain and employ Huron as their tax services providers, *nunc pro tunc* to January 23, 2009, on the terms and conditions generally



described and set forth in the Engagement Letter, subject to the following modifications  
set forth in Paragraph 21 of the Pawlak Declaration:

- a. The provision in the Engagement Agreement's General Business Terms relating to arbitration in the event a dispute arises between the Debtors and Huron is hereby revised to provide that the arbitration provision shall apply only to the extent that the United States Bankruptcy Court, or the United States District Court if the reference is withdrawn, does not retain jurisdiction over a controversy or claim.
- b. All requests of Huron for payment of indemnity pursuant to the Engagement Agreement shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, however, that in no event shall Huron be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.
- c. In no event shall Huron be indemnified if the Debtors or a representative of the estates asserts a claim for, and a court determines by final order that such claim arose out of, Huron's own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
- d. In the event that Huron seeks reimbursement for attorneys' fees from the Debtors pursuant to the Engagement Agreement, the invoices and supporting time records from such attorneys shall be included in Huron's own monthly fee statement and shall be subject to the same payment procedures applicable to professionals in these cases.
- e. The Engagement Agreement's General Business Terms shall apply solely to claims of Huron and the Debtors against each other, and shall not apply if the Debtors or a representative of the estates asserts a claim for, and a court determines by final order that such claim arose out of, Huron's own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct. Additionally, the phrase "for the portion of the engagement giving rise to liability" is deleted from this paragraph.
- f. To the extent this Order is inconsistent with the Engagement Agreement, this Order shall govern.

; and it is further:

ORDERED that Huron shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, local rules and orders of the Court, guidelines established by the U.S. Trustee, and such other procedures as may be fixed by order of this Court, including but not limited to the Court's Amended Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code and Bankruptcy Rule 2016(a) Establishing Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals except that Huron is permitted to maintain its detailed time records to the nearest quarter hour; and it is further

ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: March \_\_\_\_, 2009  
New York, New York

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UNITED STATES BANKRUPTCY JUDGE